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10-5-1981

## Kroger Co. of Charleston, WV and United Food and Commercial Workers, AFL-CIO, Local 347 (1981)

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## Kroger Co. of Charleston, WV and United Food and Commercial Workers, AFL-CIO, Local 347 (1981)

### Location

WV; OH; KY

### Effective Date

10-5-1981

### Expiration Date

10-7-1984

### Number of Workers

3400

### Employer

Kroger Co. of Charleston, WV

### Union

United Food and Commercial Workers

### Union Local

347

### NAICS

44

### Sector

P

### Item ID

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# I N D E X

## FOOD STORE EMPLOYEES LOCAL #347

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TERM: October 5, 1981 through October 7, 1984.

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Y 10/84



## AGREEMENT

This Agreement has been entered into between The Kroger Co., of Charleston, West Virginia, herein designated as the Employer and Local No. 347, affiliated with the United Food and Commercial Workers International Union and the AFL-CIO hereinafter designated as the Union.

### ARTICLE 1. INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

### ARTICLE 2. COVERAGE

The Union shall be the sole and exclusive bargaining agent for all employees except store managers, co managers and pharmacists in the stores of the Employer which are operated by the Charleston Division of The Kroger Co.

### ARTICLE 3. SHOP CONDITION

Section 3.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer. The probationary period for employees hired to work in new stores or major remodels where the store has been enlarged, will have a probationary period of thirty (30) days after store has been opened for new business providing they are hired





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within a thirty (30) day period prior to store opening. The probationary period may be extended for any employee upon agreement between the Union and the Employer in the event the employee is not scheduled or does not work at least fifteen (15) hours a week for his initial four (4) weeks of work.

Section 3.2. The Employer shall, for the term of this Agreement, deduct Union dues from the pay earned each week by employees who are members of the Union and have individually and voluntarily certified in writing authorization for such deductions and remit such deductions to the Union on a monthly basis. The Employer shall remit all sums deducted in this manner to the Union by the end of the month in which deducted.

Section 3.3. The Employer agrees to deduct once annually on the first week of the third accounting period an A.B.C. contribution from all employees who voluntarily authorize this deduction on a form agreed upon by the Employer and the Union. This deduction will be part of the regular dues deduction for that week and forwarded to the Union with same.

Section 3.4. The Employer will furnish the Union weekly with a list of new employees and terminated employees.

Section 3.5. When a new employee is hired or rehired, the Store Manager will inform the Union shop steward of the name, date of hire, social security number and home address of the new employee.

ARTICLE 4.            MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend, or discharge for proper cause, relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods and facilities, and the right to establish and maintain rules and regulations covering the operation of the stores, are vested in the Employer. Nothing contained herein shall deprive an employee of his rights as provided for by this Agreement.

ARTICLE 5.            DISPUTE PROCEDURE

Section 5.1. The Employer will recognize a shop steward in each store. It is expressly understood and agreed that full-time shop stewards shall be the last to be laid off or reduced in hours in any case. In stores of 42,500 square feet or greater, the Employer will recognize two (2) shop stewards if appointed by the Union.



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Section 5.2. Should any differences, disputes or complaints arise over the interpretation of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps when practical.

Step 1. By conference between the aggrieved employee, the shop steward and the manager of the store or zone manager.

Step 2. If the grievance is not settled in Step 1, proceed to Step 2 with a conference between an official of the Union and the zone manager within seven (7) working days. The basic issue will be reduced to writing for the zone manager.

A reply to the appropriate party will be given within three (3) days after the above conference is held.

Step 3. If the grievance is not settled in Step 2, proceed to Step 3 with a conference between an official or officials of the Union and the Division Vice President, a representative of the Division Vice President, or both within seven (7) working days.

A reply will be given to the appropriate party within three (3) days after the above conference is held.

Section 5.3. In the event the grievance cannot be adjusted, notice of intent to arbitrate must be given in writing by either party, to the other party within ten (10) calendar days of the date the decision was rendered in Step 3.

Within ten (10) calendar days of the date of the notice to arbitrate, one (1) representative of the Union and one (1) representative of the Company shall select an arbitrator from the permanent panel of fifteen (15) arbitrators attached to this Agreement as Schedule "C". The decision of the arbitrator shall be final and binding upon all parties. The expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 5.4. It is recognized that there may be instances where one (1) of the parties cannot meet within the above prescribed time limits. In that event, additional reasonable time will be permitted.



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Section 5.5. There shall be no strike or lockout during the term of this Agreement, providing the procedure of arbitration as outlined herein is adhered to by the parties hereto. The Union agrees that it will not refuse to cross a legal picket line unless such has been duly sanctioned by the International Union of the Local Union and unless the Employer has been officially notified by the Local Union.

Section 5.6. The duly authorized representative of the Union shall be permitted to enter any of the places of the Employer covered by this Agreement during working hours to ascertain whether the provisions of this Agreement are being kept and complied with.

Section 5.7. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than twenty (20) calendar days after such has happened, except grievances pertaining to wages. Grievances pertaining to discharges must be presented in writing within seven (7) calendar days from date of discharge.

Section 5.8. All grievances which are referred to the Division Vice President must be presented in writing. It is agreed by the Employer that all such grievances, when referred to the Division Vice President, shall be recognized in writing and the disposition of same shall also be made to the Union in writing.

Section 5.9. The Employer shall have the right to discharge for any good and sufficient cause. Any discharge shall be subject to the grievance procedure. If arbitration results in reinstatement, back pay shall be paid in accordance with the decision of the arbitrator.

Section 5.10. At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 5.11. It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights, privileges, or necessary procedures under this Agreement, International and Local Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

Section 5.12. Any employee who enters into a retail food business competing directly with the Employer will be subject to discharge.





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ARTICLE 6.

WAGES

Rates of pay and pay schedules as set forth in Wage Schedule "A" attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

ARTICLE 7.

WORKING CONDITIONS

Section 7.1. The Employer shall post a satisfactory schedule of hours in the stores for all employees covered by this Agreement showing days off, unpaid lunch periods and paid rest periods of fifteen (15) minutes, one (1) before lunch and one (1) after lunch. Rest periods shall be as near the middle of the shift as possible. Said schedule is to be posted in advance, not later than the previous Friday noon. All employees shall be scheduled for lunch periods between three (3) and five and one-half (5½) hours after their regular scheduled starting time. A copy of the schedule shall be given to the store steward upon request. Time worked by employees outside of the posted schedule will be paid for at time and one-half (1½). Hours added to a part-time employee's schedule shall not be considered as a schedule change. It is understood rest periods will be taken exactly as scheduled allowing for customer service.

When part-time employees are called in who are not scheduled and not filling in for a bona fide absence, the hours must be put on the schedule and the fifteen (15) hour minimum requirement satisfied.

The Employer will not purposely create schedules so that part-time employees are blocked in from claiming additional hours. The Union recognizes, however, the Employer's need for satisfactory coverage to meet the overall needs of the business. To insure that this paragraph and paragraph 8.6 are being properly administered, the Personnel Manager and/or the Director of Operations and the Local Union President will meet at least quarterly (unless mutually waived) to review this overall situation and take whatever corrective action necessary.

Section 7.2. It is understood, however, that a change in the schedule of an employee may be made after the schedule is posted provided that such change is agreed to by the employee involved, the shop steward and the manager of the store.

Section 7.3. The normal workweek for full-time employees shall consist of forty (40) hours to be worked in five (5) days. Work in excess of forty (40) hours in any one week or eight (8) hours in any one day shall be paid for at time and one-half (1½). Overtime shall be paid on either the day or the week, whichever is the greater, but not on both.



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Section 7.4. There shall be no split schedule for employees.

Section 7.5. Part-time employees shall receive a full day off per week Monday through Saturday, and if worked on a sixth (6th) day will be paid at time and one-half ( $1\frac{1}{2}$ ).

Section 7.6. The following shall be considered holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Where one of these holidays falls on a Sunday, it shall be celebrated on the Monday immediately following. In a week in which one of the above holidays occur, employees will waive the normal full day off and all full-time employees who work the scheduled full day before and the scheduled full day after the holiday will receive eight (8) hours straight-time pay in addition to the hours actually worked. Employees promoted to full-time after 10/4/81 will have a thirty-two (32) hour workweek in a holiday week and will be paid time and one-half ( $1\frac{1}{2}$ ) for hours worked over thirty-two (32) that week. Employees who became full-time before 10/5/81 will have the option to work a thirty-two (32) hour workweek in a holiday week and would receive time and one-half ( $1\frac{1}{2}$ ) for hours worked after thirty-two (32) hours that week. Employees who work overtime during a holiday week will receive straight-time for such overtime unless the hours actually worked exceed forty (40), except as noted above. Overtime on the day after eight (8) hours applies in holiday weeks. Employees who are on vacation during a holiday week will receive the holiday pay. Employees who are absent either the day before or after the holiday due to proven illness, will still receive the holiday pay if they have worked any part of the holiday week. Full-time employees will not be laid off to avoid payment of holiday pay. An employee who is temporarily in a non-union position during a holiday week will receive holiday pay at his regular rate. Those above holidays designated by the federal government to be observed on Monday will be observed on Monday.

Section 7.7. When work is performed on one of the holidays set forth in paragraph 7.6 above or on Sunday, it shall be paid for at double time (2x). Employees hired after 10/4/81 shall be paid at time and one-half ( $1\frac{1}{2}$ ) for Sunday and/or holiday work. Work for full-time employees on one of the holidays set forth in paragraph 7.6 above or on Sundays shall be in addition to the basic workweek. It is understood that one-half ( $\frac{1}{2}$ ) of the number of employees worked on Sunday and/or holidays will be given eight (8) hour shifts. When work is performed on a holiday mentioned in Article 7, paragraph 7.6 above and/or on a Sunday, it shall be rotated among employees (who normally perform the work that is needed on the holiday or Sunday) in the individual store on a voluntary basis, provided, however, that if a sufficient number of employees to perform the necessary work do not volunteer, the work



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may be assigned to qualified employees on an inverse seniority basis. Holiday and/or Sunday work offered an employee but refused shall be counted as time worked for the purpose of rotating holiday and/or Sunday work. In order to be placed on the Sunday and holiday roster, an employee must be available for such work on a continuing basis. Senior employees who do not desire to work on Sunday because of religious beliefs will be allowed to exercise their seniority for holiday work.

Employees who elect to work additional Sundays and/or holidays out of normal rotation, shall be placed on a separate roster, and call ins will be made on a rotating basis as required from this additional Sunday and/or holiday roster.

Section 7.8. The Monday following the employees birthday shall also be a holiday for full-time employees. When such holiday falls in a week when one of the holidays set forth in paragraph 7.6 occurs, it shall be taken on the following Monday. When two (2) or more employees in the same store have a birthday within the same week, the senior employee shall receive his holiday first and the junior employee or employees shall receive the holiday in the immediately succeeding weeks, in accordance with the employee's seniority. In the week during which the birthday holiday is taken, the employee will not waive his full day off and will be scheduled for only a maximum of thirty-two (32) hours that week. When the employee's birthday holiday is celebrated, the employee will have Tuesday scheduled as his regular day off that week unless his scheduled day off in the preceding week was Saturday and it is intended that such employee will have three (3) consecutive days off on that weekend. It is understood that the employee will not be permitted to work on his birthday holiday or his scheduled day off that week.

Part-time employees who may not be scheduled for work in the week in which their birthday holiday would normally occur shall be paid this holiday in the next week in which they are scheduled for work.

In the event that their birthday holiday occurs during an employee's vacation, he shall be granted the first Monday following his vacation as his holiday. It is understood that this birthday holiday cannot be taken during a holiday week.

If an employee is ill at the time his birthday holiday is scheduled, he shall receive this holiday upon his return to work on the Monday following his completion of one (1) week's work. It is understood that this birthday holiday cannot be taken during a holiday week.





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Section 7.9. In addition to the holidays named in paragraphs 7.6 and 7.8 above, two (2) personal holidays shall be granted to all employees with one (1) year of continuous service. One (1) personal holiday will be taken in the first six (6) months, and one (1) personal holiday will be taken in the second six (6) months. The personal holiday may be taken on any scheduled workday mutually agreeable to the Employer and the employee. The employee's selection will be made no later than the work schedule posting. Full-time employees may not waive their full day off and will be scheduled only for a maximum of thirty-two (32) hours that week.

Further if the employee has not made his selection by May 1 during the first six (6) months and by November 1 during the second six (6) months, the Employer shall assign the personal holiday. A personal holiday can be taken in a holiday week; however, the classification and the number of employees will be limited by management so as not to disrupt the needs of the business. In the event more employees request their personal holiday in a given week than the manager can grant, then such holidays will be given on a seniority basis.

Section 7.10. Employees who are eligible for vacation shall receive an additional day's pay with the first week of vacation pay in lieu of a tenth (10th) or eleventh (11th) paid holiday.

Section 7.11. Part-time employees who have completed six (6) months of service will receive holiday pay of four (4) hours if they work up to nineteen (19) hours in the holiday week and will receive six (6) hours holiday pay if they work over nineteen (19) hours in the holiday week.

Section 7.12. Any employee who is instructed to report to work shall be guaranteed at least four (4) hours work or pay in lieu thereof, except students who work after school hours. When an employee is called back to work after completing his shift, he will receive a minimum of four (4) hours work at time and one-half (1½) if the employee is willing to work the four (4) hours. When students are instructed to report for work after school during the week, they shall be guaranteed that portion of four (4) hours for which they are available, and if the employee works on Saturday shall be guaranteed four (4) hours.

Section 7.13. All part-time employees who are scheduled in a particular week shall be guaranteed at least fifteen (15) hours work or fifteen (15) hours pay in lieu of work, provided they do not absent themselves. Sunday hours shall not be included in any employees minimum number of hours. Such employees shall be paid time and one-half (1½) after eight (8) hours in any one day. The





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fifteen (15) hour minimum shall not apply when a part-time employee is called to cover the bona fide absence of a scheduled employee. When a part-time employee is called to cover the bona fide absence of a scheduled employee, he shall be allowed to work the balance of the hours scheduled that day for the employee that he is replacing.

Section 7.14. The Employer agrees to furnish all linens and laundry, and to stand the expense of sharpening tools. The Employer will furnish three (3) uniforms to full-time and part-time regular employees, and two (2) uniforms to part-time employees who choose them. The Employer will replace these uniforms as the needs may arise. Where dacron or similar type uniforms are furnished, such uniforms will be laundered by the employee.

One heavy parka with hood will be furnished in each store where employees work in walk-in freezer. Two (2) pairs of rubber boots will be furnished in stores where the meat department uses high pressure water cleaning system. One or two raincoats will be furnished to stores for employees who are required to perform outside duties. Where meat department employees are required to work in the meat cooler on blocking, cutting, grinding, and boning, proper clothing will be provided.

In extremely cold or wet weather, employees working on parcel pick-up will be rotated every sixty (60) minutes.

Section 7.15. All employees shall have thirty (30) minutes for lunch not less than three (3) hours and not more than five (5) and one-half (5½) hours after starting to work unless on overtime. The lunch period may be sixty (60) minutes by mutual agreement between management and the employee. Employees who work longer than five and one-half (5½) hours without going to lunch will receive time and one-half (1½) until they go to lunch. The first and second sentences will also apply on Sunday and/or holiday work.

Section 7.16. No transfer from one store to another shall be made unless such transfer is agreeable to the person involved. On transfers from one town to another, the expense of such transfers shall be borne by the Employer. When an employee is required to attend a meeting in another metropolitan area, he will be paid twenty cents (20¢) per mile for miles driven in excess of his normal trip to his home store with the further understanding that car pools will be used where practical. Further mileage increases in addition to the agreed upon twenty cents (20¢) per mile will be in accordance with management cents per mile increases.

No transfer from one seniority area to another shall be made unless such transfer is agreeable to the person involved and to the Union.



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Where necessary, lateral transfers from one store to another must be agreeable to the Union, Employer and employee involved. Needs of the business and the employee will be considered.

Section 7.17. There shall be no reduction in pay and no increase in hours as a result of the signing of this Agreement.

Section 7.18. All full-time employees will receive a fifteen (15) minute scheduled rest period in each half day. Any part-time employees scheduled for a full day will also receive the rest periods. Any part-time employee scheduled for a full half day will receive a rest period. Any part-time employee scheduled to work six and one-half (6½) hours or more will receive a second rest period. Rest periods will be scheduled as nearly as possible in the middle of the half day. A third rest period will be given to an employee required to work overtime when it is anticipated that such overtime will bring the hours worked on that shift to ten (10) hours or more. This third rest period shall be at the beginning of the overtime. Whenever overtime of two (2) hours or more is performed in advance of the regular shift, this third rest period will be taken at the end of the overtime.

Section 7.19. An employee will receive one (1) week's notice or one (1) week's separation pay in lieu of notice in case of permanent layoff.

Section 7.20. The method of computing pay will be in accordance with letter from the Employer to the Union dated October 5, 1981, a copy of which is attached hereto.

Section 7.21. Any full-time employee who works more than two (2) nights in any one (1) week past 6:15 p.m. shall be paid overtime at the rate of time and one-half (1½) his straight-time hourly rate for all hours worked past 6:15 p.m. on nights other than the first two (2) nights so worked. This will apply only to the nights when the store is open for business. This paragraph will not apply to night stocking employees during hours worked.

Night stocking hours are defined as 9:15 p.m. to 6:00 a.m. Any employee working between these hours will receive night premium.

A full-time employee may waive the time and one-half (1½) premium pay for working more than two (2) nights (or three (3) nights as stated below) per week, only if it is agreeable with the employee, the Employer and the Union, provided further that the employee signify these intentions in writing to both the Employer and the Union.



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Employees who become full-time after October 8, 1978 who work more than three (3) nights per week past 6:15 p.m. shall be paid overtime at the rate of time and one-half (1½) his straight-time hourly rate for all hours worked past 6:15 p.m. on nights other than the first three (3) nights so worked. This will apply only to the nights when the store is open for business. This paragraph will not apply to night stocking employees during hours worked.

There shall be a thirty-five cents (35¢) per hour premium paid for all hours worked during night stocking hours, unless the employee is on overtime when the above premium will not apply. It is agreed that employees starting to work prior to 6:00 a.m. will be paid night premium for hours worked until 9:00 a.m.

Section 7.22. In all stores which are open at night, employees will be rotated so that the same employees will not have to work the heavy night or nights of each week. The heavy nights of the week are Friday and Saturday.

The Employer will not require the same employee to work from 9:15 p.m. to midnight on Saturday night or 9:15 p.m. to midnight on the nights preceding holidays in consecutive weeks if a qualified employee is available to do the work required.

Section 7.23. There shall be a ten (10) hour break between the end of an employee's scheduled shift and the beginning of his next scheduled shift. An employee required to work with less than ten (10) hours between shifts will be paid time and one-half (1½) for those hours worked prior to the ten (10) hours off. This will not apply where Sunday and/or holiday hours are involved.

Section 7.24. A "day" as used in this Agreement shall mean a "working day" or "shift".

Section 7.25. Salesmen for outside vendors shall not perform work in the store that is normally performed by employees covered by this Agreement, except when the Employer opens a new store or remodels a store. Salesmen may order their merchandise, rotate product, and bring new product into the store, however, employees will stock this merchandise. No salesman shall order, rotate or bring in product other than his company's merchandise. Salesmen shall not price mark merchandise on or off the store premises under any circumstances. In case of a major reallocation of a section or store or when an unusual display is being built, a bargaining unit employee will be assigned to work with the salesman.

Soft drink salesmen may rotate and stock their merchandise but bargaining unit employees will perform all other work in connection with the stocking including price marking of merchandise.





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Bakery salesmen may remove old merchandise and stock new merchandise on the first delivery of the day only. Thereafter employees shall stock bakery items.

Merchandising field representatives will not perform bargaining unit work unless accompanied by a member of the bargaining unit.

Section 7.26. The Employer and the Union agree that a violation of established time clock rules including working before punching in or after punching out shall subject such an employee to disciplinary action up to and including discharge.

Section 7.27. If an employee is injured on the job, he shall be paid for the balance of his scheduled time on the day that the injury occurs.

Section 7.28. In case an employee would lose time from his schedule for a particular week due to an emergency caused by a riot or Act of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrangement, he may accept such work or reject it and lose the time. However, in case of a riot, where a store must be closed and the police order the employees to vacate the store, any employee who has not completed his schedule for that day will be paid for the balance of his schedule for that day.

Section 7.29. No employee shall be required to work after 7:00 p.m. on Christmas Eve and New Years' Eve. There shall be no work on Christmas Day.

Section 7.30. If there is an opening in the night stocking crew, it will be offered to a full-time or part-time employee (depending upon whether a full-time or part-time employee is needed) in the particular store based on seniority, qualifications and ability to do the job. If the opening is not filled in this manner, the least senior employee (depending on whether a full-time or part-time employee is needed) in such store who has the qualifications and ability to do the job will be assigned to the job.

Section 7.31. A shop steward shall not be assigned to night stocking except in case of emergency or when no other qualified clerk is available for the job.

Section 7.32. All classified positions including Heat Meat Cutter, Head Grocery Clerk, Head Produce Clerk, Head Dairy Clerk, Head Checker, Head Deli Clerk, Head Non-Foods Clerk, Assistant Head Checker, Head Frozen Food Clerk, Head Night Stock Clerk, and Journeyman Meat Cutters will be full-time positions and will be relieved in accordance with paragraph 7.33 below.



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Section 7.33. An employee will be assigned to relieve an employee in a classified job, when vacant, except Sunday, for three (3) full days or more in any one (1) week and shall receive the rate of pay for the job relieved during the time of relief. The Employer will qualify a replacement in advance. If for any reason, such qualified replacement is unavailable at the time needed for relief, any dispute over qualification of another employee will be resolved by the Zone Manager and Union representative. If more than one (1) employee does the relief work, they will be paid for the hours worked in such capacity. An employee who relieves a department head or classified job for five (5) days or more will receive the higher rate for all hours worked that week. In the event no employee is assigned to do the relief work, the senior employee will be paid the rate for the period of the vacancy.

Section 7.34. In hiring, employees will be given credit for previous employment with The Kroger Co.

ARTICLE 8.            SENIORITY

Section 8.1. Seniority rights shall prevail in determining vacations, days off, layoffs, and call back from layoffs, and as far as possible in promotion and training. When skill and ability are equal, seniority will prevail in promotion to full-time jobs, classified jobs, and department head positions, and in the selection of employees for department head or classified job training. Any employee may be considered for these assignments by notifying the Local Union and the Company. The Employer agrees to notify and meet with an official of the Union to discuss promotions to department head jobs, classified jobs, and training before putting such changes into effect. In any event, no employee will be appointed to a department head or classified job except on a temporary basis until such time as the discussion between the Zone Manager and Union official occurs. It is the intent of the parties that this meeting should occur within ten (10) working days. Any employee may be considered for these assignments by signing a copy of the notice which will be located in the store manager's office. The Union will be notified of the employees who sign the job opening notice. Such promotions shall be subject to the grievance procedure. Area seniority shall prevail in accordance with the seniority areas shown in Schedule "B".

Employees working in stores which have a pharmacy and/or cosmetic department and/or lobby department will have separate seniority and only in their own departments.



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Section 8.2. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than one (1) year, or if he is called back to work after a layoff, by registered letter to the last known address, and does not report for work within one (1) week.

Section 8.3. The Employer shall maintain seniority lists by areas and shall furnish the Union copies of such lists each six (6) months.

Section 8.4. It is the intent of the Employer that a part-time employee who desires a full-time job and is available for a full-time job shall have an opportunity to move into a full-time job consistent with the needs of the business. In any case, however, a part-time employee who works full-time (forty (40) hours or more per week) for twelve (12) consecutive weeks except when filling a temporary vacancy due to vacation, sickness or leave of absence shall create a full-time job opening that shall be put up for bid. Holidays, vacations and personal holidays will not break the twelve (12) week qualifying period. Notification letters shall be sent to all stores in the seniority area when a full-time opening occurs.

Section 8.5. Part-time employees who become available for permanent full-time employment will be given consideration in filling permanent positions. Part-time employees will not accrue seniority over full-time employees but will have seniority as far as other part-time employees are concerned. Part-time employees will have seniority rights to hours for which they are needed and available up to and including forty (40) hours per week. The part-time employee with seniority must advise the store manager that he is available for a posted schedule of hours within twenty-four (24) hours after the store schedule is posted or he has no claim on such hours.

Section 8.6. Hours which are being worked by a part-time employee shall not be reduced for the purpose of hiring a new part-time employee. It is understood, however, that this is not to be construed as a maintenance of hours guarantee for any employee.

Section 8.7. At the end of each Kroger four (4) week period, a senior part-time employee may request a transfer to another store in his seniority area, provided a younger employee in his classification in such store has been working more hours during the four (4) week period. Such request must be made by Wednesday of the week following the four (4) week period, with the transfer effective the following week. An employee requesting such a transfer must be available to work the hours being worked by the younger employee. The younger employee may in turn replace any part-time employee in his seniority area on the same basis, or change places with the transferring employee.





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Section 8.8. In case a full-time employee is involuntarily reduced, he shall be entitled to claim up to any eight (8) hour shift of a younger employee, full-time or part-time in his store. In this case, the fifteen (15) hour minimum will not apply. In case a full-time employee would be laid off or reduced below forty (40) hours for more than one (1) week, he shall have the right to displace a less senior full-time employee in his classification in his seniority area. The full-time employee who is thus displaced shall have the right to displace a less senior full-time employee in his classification on the same basis. This will be limited to three (3) bumps.

Section 8.9. When the Employer contemplates major changes in working conditions which will result in large scale layoffs or large scale reductions in hours, the Employer agrees to discuss such changes with the Union before putting such changes into effect.

Section 8.10. Before any voluntary or involuntary reduction of a person holding a department head job or a classified job can take place, the Company will meet with a Union representative in an effort to assist in helping the department head or classified person to maintain their present position. Every reasonable method of helping such person shall be effectuated, including further training.

Section 8.11. Job opening notices shall be sent to all stores in the seniority area and union office for all classified jobs and department head jobs and training for such jobs. Two (2) copies of job opening notices shall be sent to all stores in the seniority area, with one (1) copy being posted for seven (7) days, other copy kept in store office. Employees desiring training or job opening shall sign notice in store office. A copy of the signed notice shall be sent to Union office immediately after receipt of such notice in the Personnel Department.

Section 8.12. When a full-time employee permanently leaves the bargaining unit, the Employer will post a full-time job for that store provided the store's overall business has improved over the preceding year. It is understood that this is not in any way a maintenance of full-time job guarantee.

ARTICLE 9.            VACATIONS

Section 9.1. All employees shall be granted vacations with pay based on continuous service, accidents arising out of the course of employment, illness and temporary layoffs excepted, according to the following schedule:





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1 week	after 1 year
2 weeks	after 3 years
3 weeks	after 7 years
4 weeks	after 13 years
5 weeks	after 19 years
6 weeks	after 25 years

Effective 1/1/82, night premium pay will be included in the vacation pay for regular night stocking crew employees. Employees must be regular night stocking crew employees at year's end to be eligible.

Section 9.2. Vacation schedules shall be posted by February 1, and vacations selected by March 10. The completed vacation schedule will be posted by March 15. If an employee has not selected his vacation date by March 10, he shall lose his seniority rights to choose a date. After February 25 of each year, any employee shall have only one (1) working day after being contacted by management in which to select their vacation. In the event he fails to make his selection as outlined above, he will go to the bottom of the vacation roster and must take whatever weeks are available. No weeks will be blocked out by the store manager. However, the store manager may limit the number of employees on vacation in any one (1) week. All vacations shall start at the beginning of a calendar week. Those employees eligible for more than one (1) week of vacation may take up to two (2) consecutive weeks in prime vacation time, June 1 to August 31. More than two (2) weeks of vacation during June, July or August for special circumstances must be agreed on by all parties.

Part-time employees will receive pro-rata vacations equal to the average hours worked.

Section 9.3. No employee may select more than one (1) week of his vacation in a week encompassing a holiday, that is, when the holiday falls in the week, at the beginning of or at the ending of such week.

Section 9.4. Leave of absence totaling ninety (90) days or less in any calendar year shall not affect vacation. Leave of absence totaling more than ninety (90) days shall have the following effect upon vacation:

Leave of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth ( $\frac{1}{4}$ ).

Leaves of more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half ( $\frac{1}{2}$ ).

Leaves of more than two hundred seventy (270) days shall disqualify for vacation.



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There will, however, be no reduction in credit toward vacation while an employee is drawing Kemba benefits or Workmen's Compensation benefits.

ARTICLE 10.      MILITARY SERVICE

Section 10.1. Any employee who enlisted or was inducted into military service under the provisions of the Federal Selective Service Training Act of 1940, as amended, shall be returned to his job and retain his seniority in accordance with the Act.

Section 10.2. It is agreeable to the Employer that if an employee is required to attend military training classes as a part of his military service obligation on a certain day of the week, such employee after having given reasonable notice of his obligation to the store manager, will be given that day off as his regular day off for the week or weeks involved.

ARTICLE 11.      DEATH IN FAMILY AND JURY DUTY

Section 11.1. A maximum of three (3) days leave of absence with pay shall be granted in the event of a death in the immediate family of any employee, but in no case will he receive more than the basic weekly pay. By immediate family is meant parent, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandmother, grandfather, or any other relative residing with the employee.

Section 11.2. If any regular employee is required to serve on a jury, he shall be paid for hours necessarily absent from work because of such service.

ARTICLE 12.      LEAVE OF ABSENCE

Section 12.1. An employee may, upon written application to the Employer, be granted a leave of absence without pay, not to exceed ninety (90) days, but such leave shall not be granted for the purpose of trying out another job.

Section 12.2. An employee shall be granted a pregnancy leave of absence upon written application, supported by a physician's statement certifying that employee is pregnant and anticipated birth date. The beginning date, length of, and ending date of such leave shall be guided by the written request of the attending physician.



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Section 12.3. Any member of the local being elected to a permanent office or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall, at the end of his term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

Section 12.4. When an employee is granted a leave of absence, he shall be returned to the same store from which he took the leave of absence, provided he has seniority over the other employees in like classification in the same store.

Section 12.5. Employees selected for training in the management training program:

1. Will not work more than forty (40) hours per week in the store and will punch the clock.
2. Will pay union dues while in the training program.
3. Will remain in training program no longer than six (6) months.
4. Will be granted a leave of absence for a maximum of six (6) months (if selected from the bargaining unit). The employee will be returned to the bargaining unit without loss of seniority, rates or other benefits.
5. Employees selected for training who have never been in the bargaining unit will not be subject to health and welfare and pension contributions while on the training program.

Section 12.6. Members of the Local Union Executive Board, shop stewards and negotiating committees who must attend meetings on a given day of the week shall be granted that day as their day off for the particular week consistent with the needs of the business.

## ARTICLE 13.      INSURANCE

Section 13.1. The Employer shall pay to the Food Store Employees Union and Employers Health and Welfare Fund sixty-five cents (65¢) per hour (effective 3/1/82, seventy cents (70¢); effective 3/1/83, eighty cents (80¢); effective 3/1/84, ninety-two cents (92¢) per hour) for each straight-time hour for which any employee covered by this Agreement receives pay except as provided in Section 12.5 and that no such payment is required for employees hired after 10/4/81 for the first twelve (12) months of employment. "Straight-time Hours" shall include hours up to and including forty (40) hours



per week and any holiday or vacation hours for which the employee is paid straight-time pay under this Agreement. This trust is to provide insurance for employees, their families and dependents, covering life insurance, hospital care and medical and surgical benefits and for the payment of the fees of qualified physicians for preventive medical examination of employees and their spouses, if such should be provided by the trustees, and for no other purpose. It is to be administered by trustees representing the Union and the Employer. It is further agreed that this trust, details of which are set forth in a separate instrument, is hereby made an integral part of this Agreement. It is further agreed that the above contribution shall be continued for one (1) month (on the basis of forty (40) hours per week for full-time employees and twenty (20) hours per week for part-time employees) in the event of leave of absence due to illness or injury.

Section 13.2. The Employer will pay the premium on the basic \$2000 of Group Life and the \$2000 of Group Accidental Death and Dismemberment Insurance coverage with the Prudential Insurance Company for regular employees. The Employer will also pay the premium on the present \$150.00 program (effective 1/1/82, the one hundred seventy-five dollar (\$175.00) program) and three (3) day waiting period Health and Accident Insurance coverage with Kemba Mutual Insurance Association for all regular employees. If a regular employee covered by Kemba Insurance is off the job due to a disability covered by Workmen's Compensation, the Employer will pay the difference between the Workmen's Compensation Benefit and the amount he would have received from Kemba had it not been a Workmen's Compensation case, if the Kemba benefits would have exceeded the Workmen's Compensation.

Section 13.3. If and when a provision is made by the trustees of the Food Store Employees Union and Employers Health and Welfare Fund, it is agreed that the Fund may pay up to one hundred dollars (\$100.00) per month to employees during their six (6) month waiting period when totally and permanently disabled. Such change shall not require additional contributions by the Employer to the Fund for said purpose.

#### ARTICLE 14. PENSION

Section 14.1. The Employer shall pay into a jointly-administered Employer-Union Fund entitled "Food Store Employees Union and Employers Pension Fund" sixty-eight cents (68¢) per hour (effective 10/1/83, eighty and two tenths (80.2¢) cents per hour) worked by each employee covered by this Agreement except as provided in Section 12.5. Hours shall include all hours worked and any holiday or vacation hours for which the employee is paid straight-time pay under this Agreement. The first contribution under this section shall be due and payable by the twentieth (20th) day of the month following initial liability.



Section 14.2. The jointly administered Employer-Union Pension Fund shall be administered by an equal number of trustees representing the Employer and an equal number of trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall among other things, provide that all benefits under the Plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

Section 14.3. Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer that said Plan is qualified under I.R.C. Sec. 401, et. seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 14.4. A copy of the Trust Agreement and any Amendments thereto shall be made a part hereto, as herein at length set forth ... Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

Section 14.5. It shall be mandatory that all employees of The Kroger Co. covered by this Agreement retire no later than their seventieth (70th) birthday.

#### ARTICLE 15.      APPRENTICE PROGRAM

Section 15.1. An apprentice is an individual employed for the purpose of learning all the details and developing manual skills for performing, after twelve (12) months of training, all the duties of a Meat Cutter as commonly accepted in the trade. It is understood that apprentices will be full-time employees.

Section 15.2. One (1) apprentice may be employed in any meat department that has averaged \$15,000 or over per week during the previous three (3) months. One (1) additional apprentice may be employed for each four (4) meat cutters. (The Head Meat Cutter is to be considered a meat cutter for the purpose of this provision.) While an apprentice is learning the trade, he must be scheduled to work with the Head Meat Cutter or a Journeyman during the first three (3) months of his training, excluding Sundays and holidays.



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Section 15.3. When apprentices have worked twelve (12) months at the trade, they will be assigned as a Journeyman Meat Cutter if a Journeyman Meat Cutter opening exists. If no such opening exists, the apprentice will remain at the top apprentice rate and will be able to use the grinder, cuber and slicer on a continuing basis. These employees will not use the saw, slicer or knife to cut fresh meat except when filling a special customer request in the absence of all Journeyman Meat Cutters and the Head Meat Cutter. These employees will not cut fresh meat during freezer sales.

Section 15.4. Clerks shall be considered for reclassification to apprentice positions according to their ability, experience, physical condition, and length of service. It is understood that in no case will the rate of pay of a clerk who is being reclassified to apprentice be lower than the rate of pay the employee is receiving as a clerk. The maximum time credit allowed toward the twelve (12) months apprenticeship training program will be six (6) months.

Section 15.5. Where a question arises in determining the ability and skill based on previous experience of a newly hired apprentice, the Merchandising Representative, Union Representative and Head Meat Cutter will make a decision on the proper qualification and rate of pay of said employee, notwithstanding anything contained in paragraph 15.4 of this Article.

ARTICLE 16.      NON-DISCRIMINATION

The Employer and the Union agree that there will be no discrimination against any applicant or employee because of sex, age, race, creed, color or nationality.

ARTICLE 17.      MISCELLANEOUS

Section 17.1. This Agreement shall be binding upon the parties hereto, their successors and assigns. It is the intent of the parties that this Agreement shall remain in effect for the full term of the Agreement, and shall bind the successors of the respective parties hereto.

Section 17.2. If the Employer establishes new job classifications, the Employer will meet with the Union, prior to establishing the new classifications, for the purpose of negotiating a rate of pay to cover same. In the event the Employer and Union fail to agree on a rate of pay, the issue will be submitted to binding arbitration.

Section 17.3. Only qualified Journeyman Meat Cutters and Apprentices will use saw, grinder, knife, cubing machine and slicing machine. A clerk can use a slicing machine for luncheon meats and cheese. This will not apply to deli department employees.



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Section 17.4. Changes in the dress code will be discussed with the Union before putting such changes into effect. The Employer and the Union will agree to a summer dress code policy agreeable to both parties.

Section 17.5. Employees will not be required to take a polygraph (lie detector) test.

Section 17.6. Employees are required to sign their time cards each week.

Section 17.7. If any agreement or portion of an agreement reached between the parties herein may not be put into effect because of applicable legislation, executive orders, or regulations dealing with wage and price stabilization, then said agreement, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

Section 17.8. All markets selling fresh meat shall have a Head Meat Cutter.

ARTICLE 18.        (U.P.C.) ELECTRONIC SCANNERS

In the event electronic scanners are introduced, the Company agrees to abide by the following:

1. Ninety (90) days advance written notice will be given to the Union.
2. The Company will meet with representatives of the Union within thirty (30) days of the written notification that electronic scanners are being considered for installation in the stores.
3. Employees will be given any training necessary to operate the scanning equipment.
4. Where full-time employees would be displaced by such installation of electronic scanners, the Employer will make every effort to affect a transfer.
5. If a full-time employee is not retrained or offered a transfer, and would be displaced as a direct result of installation of electronic scanners, then the employee will be eligible for separation pay on the basis of one (1) weeks pay for each year of full-time service in excess of two (2) years service not to exceed six (6) weeks pay.





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ARTICLE 19.      EXPIRATION

Section 19.1.      This Agreement shall continue in effect from October 5, 1981 through October 7, 1984, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration of a desire for termination or for changes in this Agreement.

Section 19.2.      This contract represents the entire Agreement between the Employer and the Union. All verbal agreements or any other understanding, written or verbal, which is not contained in this contract or attached hereto shall be null and void.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 18<sup>th</sup> day of February, 1982

FOR THE UNION:

Jack L. Brooks  
James M. Buckland  
Elwood L. Wilt.

FOR THE EMPLOYER:

Walter B. Bledsoe  
Alan S. Kochler  
Ed M. Muehl



LABOR AGREEMENT

SCHEDULE "A" - WAGES

<u>CLASSIFICATION</u>	<u>10/5/81</u>	<u>4/4/82</u>	<u>COLA</u> <u>10/3/82</u>	<u>COLA</u> <u>4/3/83</u>	<u>COLA</u> <u>10/2/83</u>	<u>COLA</u> <u>4/1/84</u>
<u>FULL-TIME CLERK</u>						
Start.	7.81	8.01				
After 6 months	8.04	8.24				
After 1 year	8.21	8.41				
After 2 years	8.59	8.79				
After 3 years	9.21	9.41				
<u>JOURNEYMAN</u>						
<u>MEAT CUTTER</u>	10.25	10.50				
<u>HEAD PRODUCE CLK</u>						
Less than \$20,000	10.005	10.255				
20,001 to 35,000	10.0725	10.3225				
35,001 to 50,000	10.265	10.515				
50,001 to 65,000	10.485	10.735				
65,001 to 80,000	10.595	10.845				
80,001 and over	10.705	10.955				
<u>HEAD GROCERY CLK</u>						
Less than \$20,000	9.95	10.20				
20,001 to 25,000	10.10	10.35				
25,001 to 35,000	10.1425	10.3925				
35,001 to 50,000	10.335	10.585				
50,001 to 65,000	10.555	10.805				
65,001 to 80,000	10.665	10.915				
80,001 and over	10.775	11.025				
<u>HEAD MEAT CUTTER</u>						
Less than \$4,000	10.535	10.785				
4,001 to 5,000	10.605	10.855				
5,001 to 6,000	10.66	10.91				
6,001 to 7,000	10.7425	10.9925				
7,001 to 8,500	10.825	11.075				
8,501 to 10,000	10.9075	11.1575				
10,001 to 13,000	11.03	11.28				
13,001 to 16,000	11.25	11.50				
16,001 to 19,000	11.36	11.61				
19,001 and over	11.47	11.72				
<u>HEAD CHECKER</u>						
15,001 to 25,000	9.6875	9.9375				
25,001 to 50,000	9.7975	10.0475				
50,001 to 65,000	9.9075	10.1575				
65,001 to 80,000	10.0275	10.2775				
80,001 and over	10.1475	10.3975				



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<u>CLASSIFICATION</u>	<u>10/5/81</u>	<u>4/4/82</u>	<u>COLA</u> <u>10/3/82</u>	<u>COLA</u> <u>4/3/83</u>	<u>COLA</u> <u>10/2/83</u>	<u>COLA</u> <u>4/1/84</u>
<u>ASS'T HEAD CHECKER</u> <u>\$60,000 and over</u>	9.435	9.685				
<u>HEAD DELI CLERK</u>	9.7975	10.0475				
<u>HEAD DAIRY CLERK</u>						
15,001 to 25,000	9.6875	9.9375				
25,001 to 50,000	9.7975	10.0475				
50,001 to 65,000	9.9075	10.1575				
65,001 to 80,000	10.0275	10.2775				
80,001 and over	10.1475	10.3975				
<u>*HEAD FROZEN</u> <u>FOOD CLERK</u>	9.7975	10.0475				
<u>*HEAD NON-FOOD</u> <u>CLERK</u>	9.7975	10.0475				
<u>HEAD NIGHT STOCK</u> <u>CLERK</u>	9.7975	10.0475				
<u>APPRENTICE MEAT</u> <u>CUTTER</u>						
1st 3 months	8.395	8.595				
2nd 3 months	8.56	8.76				
3rd 3 months	8.88	9.08				
4th 3 months	9.265	9.465				
Thereafter	Journeyman rate (see Article 15)					
<u>CLERK AT \$9.0525</u>	9.4025	9.6025				



## LABOR AGREEMENT

CLASSIFICATION10/5/81PART-TIME (Hired  
between 10/9/78  
and 10/5/80)

Start  
After 6 months  
After 1 year  
After 2 years  
After 2 years and  
at least 2080 hours

-  
-  
4.05  
4.70  
Progress to current after 1 year full-  
time clerk rate and thereafter per  
note #3.

PART-TIME (Hired  
between 10/6/80  
and 10/4/81)

Start  
After 6 months  
After 1 year  
After 2 years  
After 2 years +  
2080 hours  
After 3 years +  
3120 hours  
After 4 years +  
4160 hours  
After 5 years +  
8320 hours

3.65  
3.85  
4.05  
4.70  
5.50 see note #4  
6.47 see note #4  
7.86 see note #4  
current after 3 year full-time rate.

PART-TIME (Hired  
after 10/4/81)

Start  
After 6 months  
After 12 months  
After 18 months  
After 24 months  
After 30 months  
After 36 months

3.45  
3.65  
3.85  
4.05  
4.50  
4.75  
5.00

P.C.L. CLERKS FULL-TIME

Start  
After 12 months  
After 24 months  
After 36 months

4.00  
4.25  
4.50  
5.00

P.C.L. CLERKS PART-TIME

Start  
After 12 months  
After 24 months  
After 36 months

3.45  
3.65  
3.95  
4.25

MISCELLANEOUS NOTES - SCHEDULE "A"

- #1. The start rates for new hire part-time will not exceed the minimum wage in effect more than ten cents (10¢) an hour and the bracket relationships will remain the same.
- #2. Part-time progression for employees hired prior to 10/9/78 who are on the full-time rates will progress for each additional 2080 hours worked using total hours from hire date.
- #3. Part-time progressions for employees hired between 10/9/78 and 10/5/80 will be on a calendar basis for the first two (2) years. After completion of two (2) years and 2080 hours from starting date, they will progress to the one (1) year full-time bracket and further progression on the full-time rates will be for each additional 2080 hours using total hours from hire date after the two (2) year and 2080 hour step.
- #4. Part-time employees who were hired between 10/6/80 and 10/4/81 will receive a COLA adjustment as provided for in Schedule "D" if they are receiving a rate of pay specifically covered by this note. The COLA will be paid to the employee and will not be added to the contract rate of pay for this classification.
- #5. The Head Night Stock Clerk rate applies to all hours worked on night stocking by an employee designated as a Head Night Stock Clerk. The night stocking premium provided hereinafter shall be in addition to this rate.
- #6. The rate for Head Meat Cutters will be determined by using the average weekly meat sales of each store for the thirteen (13) periods prior to the anniversary date and applying the sales to the above table. On new stores or stores which may be remodeled, the average sales for the first twelve (12) weeks will be used in classifying the store for the purpose of determining the rate of pay for the Head Meat Cutters, using the above scale.
- #7. In new stores or stores which may be remodeled, the average sales for the first twelve (12) weeks will be used in classifying the stores for the purpose of determining the rate of pay of grocery department classifications where the rate is based on volume.
- #8. \*Effective 10/5/81, the position of Head Non-Food Clerk and Head Frozen Food Clerk will be determined by using 77% of the average store volume of the Charleston area stores for the thirteen (13) periods prior to the contract anniversary date. Each anniversary year the volume will be reviewed and 77% of the volume will become the new qualifying level. Employees



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will maintain their position as long as their store maintains the qualifying store level. Employees will disqualify when their store volume level falls below their qualifying volume level. When a vacancy occurs in a given store, it will be replaced if the store is averaging the current volume qualifying level.

- #9. Full-time P.C.L. Clerks are not eligible for any of the provisions of Schedule "D".
- #10. Part-time employees hired after 10/4/81 will be limited to a maximum of twenty-five (25) hours of work per week. If such employees work over the twenty-five (25) hour maximum, they shall be paid for forty (40) hours that week.



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SCHEDULE "B" - SENIORITY AREAS

CHARLESTON

Diamond  
Marmet  
Kanawha City  
Montgomery  
Teays Valley  
Dunbar  
St. Albans  
So. Charleston  
Cross Lanes  
Clendenin  
Store 647  
Other Charleston Stores

HUNTINGTON-ASHLAND-  
PIKEVILLE & LOGAN

Huntington  
Ironton  
Ashland  
Pikeville  
Logan  
Madison  
So. Williamson  
Paintsville

BECKLEY

Beckley  
Gauley Bridge  
Hinton  
Oak Hill  
Sophia  
White Sulpher Springs  
Rainelle  
Fairlea  
Summersville

PARKERSBURG-MARIETTA-  
GALLIPOLIS

Parkersburg  
Marietta  
Ripley  
Belpre  
Pomeroy  
Gallipolis

CLARKSBURG

Clarksburg  
Weston  
Elkins  
Buckhannon  
Morgantown  
Bridgeport  
Gassaway  
Fairmont





LABOR AGREEMENT

SCHEDULE "C"

PERMANENT PANEL OF ARBITRATORS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.



SCHEDULE "D" - COST OF LIVING

For the term of this Agreement, only employees in the full-time rates and in classified positions (or as specified in miscellaneous note #4) indicated in Schedule "A" Wages shall be covered by the provisions of a cost of living allowance as set forth below.

The amount of the cost of living allowance shall be determined and re-determined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers (C.P.I.-W.) published by the BLS, U.S. Department of Labor (1967=100) and referred to herein as the "Index".

The first cost of living allowance shall be effective October 3, 1982 based on the difference between the Index figure of February, 1982 and the Index figure of August, 1982.

The second cost of living allowance shall be effective April 3, 1983 based on the difference between the Index figure of August, 1982 and the Index figure of February, 1983.

The third cost of living allowance shall be effective October 2, 1983 based on the difference between the Index figure of February, 1983 and the Index figure of August, 1983.

The fourth cost of living allowance shall be effective April 1, 1984 based on the difference between the Index figure of August, 1983 and the Index figure of February, 1984.

The basis of adjustment shall be a one cent (1¢) per hour allowance for every four-tenths (.4) point increase in the Index during the above stated reviews. The maximum amount that will be paid for any one adjustment will be thirty-five cents (35¢) per hour; the minimum amount that will be paid for any one adjustment will be twenty-five cents (25¢) per hour.



LABOR RELATIONS  
DEPARTMENT

THE KROGER CO.

1014 VINE ST.  
CINCINNATI, OHIO 45201

October 5, 1981

Mr. Jack L. Brooks, President  
Food Store Employees Union Local #347  
P.O. Box 2751  
Charleston, West Virginia 25330

Dear Mr. Brooks:

This letter will confirm our understanding reached during negotiations on the following issues:

1. Coffee - The previous letter between the parties regarding coffee will be applied to all stores.
2. Part-time Hours - The Employer will provide the Union with quarterly lists showing cumulative hours worked by part-time employees since date of hire.
3. Reduction of Full-Time Employees - The new understanding on reduction of full-time employees to part-time, as agreed to by the parties during negotiations, will continue during the life of this Agreement.
4. The following method shall be used for computing time on time cards for the purpose of paying wages to each employee:
  - A. No time card shall be punched before two (2) minutes of the employee's scheduled starting time. From two (2) minutes before to the employee's scheduled starting time, time shall be computed from the scheduled starting time.
  - B. Cards punched on starting to work up to and including two (2) minutes after the employee's scheduled starting time, the employee shall be paid from the scheduled starting time. Cards punched three (3) minutes up to and including five (5) minutes after the scheduled starting time, the employee shall be docked one-twelfth (1/12) of an hour or five (5) minutes. Cards punched up to and

including seven (7) minutes past the scheduled starting time, the employee shall be docked for one-twelfth (1/12) of an hour or five (5) minutes. Cards punched from eight (8) minutes up to and including ten (10) minutes, the employees shall be docked two-twelfths (2/12) of an hour or ten (10) minutes. For other times, the same principle shall be followed, allow two (2) minutes each time in favor of the employee and at three (3) minutes up to five (5) minutes or each multiple deduct one-twelfth (1/12) of an hour or five (5) minutes. No employee shall be allowed, under any circumstances, to make up time at the end of any scheduled shift or scheduled week because of time punched after scheduled starting time as outlined in this paragraph.

C. Cards punched at the employees scheduled quitting time up to two (2) minutes after, the employee shall be paid to the scheduled quitting time. Cards punched three (3) minutes up to and including five (5) minutes after the scheduled quitting time, the employee shall be paid one-twelfth (1/12) of an hour or five (5) minutes at time and one-half (1½). Cards punched up to and including seven (7) minutes past the scheduled quitting time, the employee shall be paid for one-twelfth (1/12) of an hour or five (5) minutes at time and one-half (1½). Cards punched from eight (8) minutes up to and including ten (10) minutes, the employee shall be paid two-twelfths (2/12) of an hour or ten (10) minutes at time and one-half (1½). For other times the same principle shall be followed, allow two (2) minutes each time in favor of the Employer and at three (3) minutes up to five (5) minutes or each multiple, pay one-twelfth (1/12) of an hour or five (5) minutes at time and one-half (1½).

5. The understanding between the parties regarding a fifteen (15) minute leeway during lunches and breaks will continue.
6. Training - The Employer and the Union recognize the need for training of senior employees for consideration to future department head openings. It is understood there is a trained and promotable list made up of some employees trained under this program and other deemed promotable by the Company.

Immediately after 1/1/82, the Company and the Union will meet and remove all but the three (3) most senior employees in each classification from the existing trained and promotable list.



Training notices will be sent out to each store in each seniority area at this time. The most senior one (1) or more or two (2) or more employees as specified below will be trained in each classification and placed on the trained and promotable list according to their seniority. It is understood that no new names will be added to the trained and promotable list unless they have successfully completed the training program.

One (1) or more employees will be trained in the following classifications:

Head Non-Food  
Head Frozen Food  
Head Dairy

Two (2) or more employees will be trained in the following classifications:

Head Meat Cutter (only Journeymen  
will be considered)  
Head Produce Clerk  
Head Grocery Clerk  
Head Checker  
Head Deli

After this initial training is completed, no additional training will be given until a job opening occurs.

When a job opening occurs, it will be filled as follows:

- A. By the senior employee who signs the job opening notice and who is on the trained and promotable list.
- B. If no one on this list signs job opening notice, the Company will train the senior employee on the current training notice who signs the job opening notice.

As classified job vacancies are filled by employees from the trained and promotable list, the senior employee on the current training notice will be given training and placed on the trained and promotable list according to his seniority. This employee will be placed in a back-up position that is agreeable to the Company and the Union with the wishes of the employee and seniority being considered.

Mr. Jack L. Brooks

October 5, 1981

Page Four

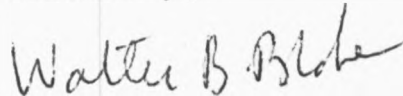
When more vacancies occur than there are trained and promotable employees, the vacancy will be filled temporarily (same as vacation and illness relief) until the senior employee who has signed the current training notice completes his training. If an employee fails to satisfactorily complete his training, they will be returned to their original position.

Each January, training notices will be sent to each store in each seniority area. Senior employees who receive training in a given classification cannot request additional training in another classification until the following January. Employees may sign only one training notice per year.

This training letter and procedures will take precedent over seniority language in Article 8.

Please indicate your concurrence in the space provided below.

Sincerely,



WALTER B. BLAKE  
Director - Labor Relations



For Local #347  
Jack L. Brooks, President



006746

MAY 15, 1982

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001

MAY 17 1982-R

SECRETARY-TREASURER  
AMALGAMATED MEAT CUTTERS AND BUTCHER  
WORKMEN OF NORTH AMERICA  
POST OFFICE BOX 2751  
CHARLESTON , WV. 25330

PREVIOUS AGREEMENT EXPIRED  
OCTOBER 04, 1981

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

KROGER CO CHARLESTON DIV WVA LU 347

WITH MEAT CUTTERS  
INTERSTATE

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 3400
2. Number and location of establishments covered by agreement \_\_\_\_\_
3. Product, service, or type of business \_\_\_\_\_
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code